

FILED

MAY 24 2011

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA

Karin Frank in pro se
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Debtor and Debtor-in-Possession

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA - SACRAMENTO DIVISION**

In re:

KARIN M. FRANK

Debtor

Case No.: 10-36150

DC No.:

Chapter 11

**OPPOSITION TO MOTION FOR RELIEF
FROM AUTOMATIC STAY**

Date: June 6, 2011

Time: 10:00 A.M.

Department A-Courtroom 28

Honorable Judge Michael McManus

**TO THE HONORABLE MICHAEL McMANUS, EASTERN DISTRICT OF
CALIFORNIA BANKRUPTCY JUDGE:**

I, Karin Frank, ("Debtor") am opposing the Motion for Relief from Automatic Stay regarding the property known as 110 North Yolo St., Willows, CA, A.P.N.: 003-103-013-0 in Glenn County. The basis of my opposition is as follows:

I. THE TIME LIMITATIONS CONTAINED IN 11 U.S.C. § 362(e) ARE WAIVED.

Moving party Dimitrios Zahariudakis ("Movant") has served and filed this Motion for Relief from Automatic Stay (the "Motion") on May 10, 2011, which has provided less than 28 days of notice. Pursuant to Local Rule 9014-1(f)(2)(ii), this is deemed a waiver of the time limitations contained in 11 U.S.C. § 362(e).

1 II. THE MOTION SHOULD BE DENIED BECAUSE DEBTOR KARIN FRANK DOES
2 NOT AND NEVER HAS HELD ANY INTEREST OF ANY KIND WHATSOEVER IN
3 THE REAL PROPERTY HERE AT ISSUE AND DOES NOT AND NEVER HAS
4 HELD ANY OBLIGATION FOR ANY DEBT SECURED BY THE SAME REAL
5 PROPERTY AND/OR OWED TO MOVANT, AND THUS MOVANT IS NOT AND
6 NEVER WAS A PARTY-IN-INTEREST IN THIS CASE AND THEREBY LACKS
7 ANY STANDING TO BRING THIS MOTION.

8 The Movant and his attorney have erroneously asserted Karin Frank as a debtor on their asserted
9 debt, when in fact I was merely, at one time in the past, long before the date of the petition and initiation
10 of this case, the trustee for a trust entity (the "Trust") which at that time owned the property here brought
11 at issue (EXHIBIT A). The Trust is not a debtor in this case, nor in any bankruptcy case of which I am
12 aware. I resigned as trustee and terminated all relationships with the Trust and all other persons and
13 entities affiliated or associated with the Trust long before filing this petition to initiate this case, the
14 Trust is not an affiliate or partner or associate of any kind whatsoever in this case or of Karin Frank.
15 Karin Frank has never had any interest or financial obligation of any kind whatsoever in the subject
16 property or in any debt secured by the subject property.

17 The property at issue is properly not scheduled on Schedule A, due to the fact that I do not and at
18 any time have ever owned any interest of any kind in this property. Any debt secured by the property at
19 issue is properly not scheduled on Schedule D (or any other schedule), due to the fact Karin Frank does
20 not and at no time ever has held any debt or obligation of any kind secured by this property.

21 During the time Karin Frank did serve as a trustee for the Trust, I stepped in as a trustee to
22 oversee the rehabilitation of the subject property for the trustor of the Trust. Karin Frank herself was
23 never grantor or trustor, and certainly was never a debtor or a guarantor for this loan now at issue. I
24 merely distributed the monies as directed by the trustor, without any enrichment by this transaction
25 and/or for services performed as trustee. The Trust paid a full year's worth of interest in advance.
26 Thereafter, when the trustor was not able to make the ongoing monthly payments, Karin Frank deeded
27 the property back to Mr. Zahariudakis ("Movant") (EXHIBIT B) as my last act as trustee (in 2009) and
28 immediately thereafter resigned as trustee.

1 Movant indicates an intent to pursue a judicial foreclosure, presumably for the purpose of
2 pursuing a deficiency judgment, the one typical reason for opting for the more costly and burdensome
3 judicial foreclosure (rather than a non-judicial foreclosure). If the Movant wishes to foreclose, it is my
4 position he should simply do so, that is foreclose on the trust entity which actually holds title to the
5 property at issue and owes the debt here at issue. Neither this Trust, the property here at issue, or the
6 debt here at issue are in any manner whatsoever part of this bankruptcy estate or bankruptcy proceeding,
7 making the automatic stay that issued with the commencement of this case entirely inapplicable. This
8 request for a relief from stay is entirely unnecessary, and thus this Motion is moot.

10 For all the foregoing reasons, Movant's allegations that "pursuant to the terms and conditions of
11 the Note and Deed of Trust, [Karin Frank is] obligated to make monthly payments in the amount of
12 \$3,360 on the first day of each month" and "[Karin Frank] has defaulted under the terms and conditions
13 of the Note and Deed of Trust in that [Karin Frank] failed to make all monthly payments due, and is
14 delinquent about 36 months" are entirely and absolutely false. Karin Frank is concerned that an Order
15 for Relief from Stay resulting from this Motion will create a false appearance that Karin Frank is a
16 debtor or in any way obligated on this "Note and Deed of Trust," which in turn may be erroneously
17 interpreted as evidence in a subsequent state court judicial foreclosure / deficiency judgment proceeding.

19 The moving party is not and never was a party-in-interest in this case and therefore lacks
20 standing to bring this motion, granting of this motion may create the false appearance that Karin Frank is
21 or was a debtor or in any way obligated under the debt at issue here, I respectfully requests the court
22 deny this motion.

24 Dated this 23rd day of May 2011.

25
26 

27 Karin Frank in pro se
28

RECORDING REQUESTED BY:

Chicago Title Company
 Escrow No.: 07-64602753-SMM
 Locate No.: CAIND0000-7734-4646-
 Title No.:

When Recorded Mail Document To:

Dimitrios S. Zaharduidakis
 933 Edwards Avenue #7
 Santa Rosa, CA 95401

2007-2821

Recorded at the request of
 NORTH STATE TITLE CO
 05/09/2007 02:32P
 Fee: 32.00 No of Pages:7

OFFICIAL RECORDS
 Vince T Minto Clerk-Recorder
 Glenn County, CA

APN: 003-103-013-0

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SHORT FORM DEED OF TRUST AND ASSIGNMENT OF RENTS

THIS DEED OF TRUST, made May 8, 2007
FRANK NELSON FAMILY TRUST, KARIN FRANK TRUSTEE

, between

8024 Renton Way
 Willows, CA 95988,

, herein called **TRUSTOR**, whose address is

Chicago Title Company, a California Corporation, herein called **TRUSTEE**, and
 Dimitrios S. Zaharduidakis

, herein called **BENEFICIARY**,

WITNESSETH: That Trustor IRREVOCABLY GRANTS, TRANSFERS AND ASSIGNS to TRUSTEE IN TRUST, WITH POWER OF SALE, that property in Glenn County, California, described as:

See attached legal description

Balloon Payment: This Note is subject to Section 2966 of the Civil Code, which provides that the holder of this Note shall give written notice to the Trustor, or his successor in interest, of prescribed information at least 90 and not more than 150 days before any balloon payment is due.

Due on Sale (Acceleration): If the Trustors shall sell, convey, or alienate said property or any part thereof, or any interest therein, or shall be divested of their title in any manner or way, whether voluntarily or involuntarily, any indebtedness or obligation secured hereby, irrespective of the maturity date expressed in any note evidencing the same, at the option of the holder hereof and without demand or notice, shall immediately become due and payable.

Late Charge: In the event that any payment, or any portion thereof, due hereunder is not received by the Payee within 10 days after the due date thereof, the undersigned agrees to pay to Payee, in addition to the regular monthly payment, a late charge of Ten (10%)%.

Prepayment Penalty: If within the first 6 months after execution of the Note, I/we make any prepayment within any 6 month period, the total amount of which exceeds eighty percent (80%) of the original principal amount of this loan, I/we will pay a prepayment charge in an amount equal to the payment of 180 days' advance interest.

TOGETHER WITH the rents, issues and profits thereof, SUBJECT, HOWEVER, to the right, power and authority given to and conferred upon Beneficiary by paragraph (10) of the provisions incorporated herein by reference to collect and apply such rents, issues and profits.

INITIALS: 

For the Purpose of Securing: 1. Performance of each agreement of Trustor incorporated by reference or contained herein. 2. Payment of the indebtedness evidenced by one Promissory Note of even date herewith, and any extension or renewal thereof, in the principal sum of **\$336,000.00** executed by Trustor in favor of Beneficiary or order. 3. Payment of such further sums as the then record owner of said property hereafter may borrow from Beneficiary, when evidenced by another note (or notes) reciting it is so secured.

INITIALS:  _____



APN: 003-103-013-0

To Protect the Security of this Deed of Trust, Trustor Agrees: By the execution and delivery of this Deed of Trust and the note secured hereby, that provisions (1) to (14), inclusive, of the fictitious deed of trust recorded in Santa Barbara County and Sonoma County October 18, 1961, and in all other counties October 23, 1961, in the book and at the page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, viz:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	435	684	Kings	792	833	Placer	895	301	Sierra	29	335
Alpine	1	250	Lake	362	39	Plumas	151	5	Siskiyou	468	181
Amador	104	348	Lassen	171	471	Riverside	3005	523	Solano	1105	182
Butte	1145	1	Los Angeles	T2055	899	Sacramento	4331	62	Sonoma	1851	689
Calaveras	145	152	Madera	810	170	San Benito	271	383	Stanislaus	1715	456
Colusa	296	617	Marin	1508	339	San Bernardino	5567	61	Sutter	572	297
Contra Costa	3978	47	Mariposa	77	292	San Francisco	A332	905	Tehama	401	289
Del Norte	78	414	Mendocino	579	530	San Joaquin	2470	311	Trinity	93	366
El Dorado	568	456	Merced	1547	538	San Luis Obispo	1151	12	Tulare	2294	275
Fresno	4626	572	Modoc	184	851	San Mateo	4078	420	Tuolumne	135	47
Glenn	422	184	Mono	52	429	Santa Barbara	1878	860	Ventura	2062	386
Humboldt	657	527	Monterey	2194	538	Santa Clara	5336	341	Yolo	653	245
Imperial	1091	501	Napa	639	86	Santa Cruz	1431	494	Yuba	334	486
Inyo	147	598	Nevada	305	320	Shasta	684	528			
Kern	3427	60	Orange	5889	611	San Diego	Series 2 Book 1961, Page 183887				

which provisions, identical in all counties, (printed on the attached unrecorded pages) are hereby adopted and incorporated herein and made a part hereof as fully as though set forth herein at length; that Trustor will observe and perform said provisions; and that the references to property, obligations and parties in said provisions shall be construed to refer to the property, obligations, and parties set forth in this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to him at his address hereinbefore set forth.

DATED: May 8, 2007

STATE OF CALIFORNIA)
COUNTY OF Sacramento)
ON May 8, 2007 before me,
J. M. Soong, Notary Public
(here insert name and title of the officer), personally
appeared Karin Frank

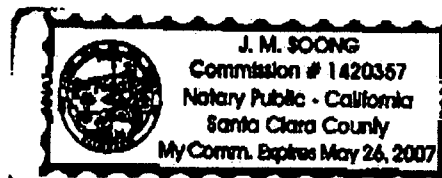
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Signature _____ (Seal)

FRANK NELSON FAMILY TRUST, KARIN FRANK TRUSTEE

Karin Frank
Karin Frank, Trustee

INITIALS: KS



CHICAGO TITLE

INSURANCE COMPANY



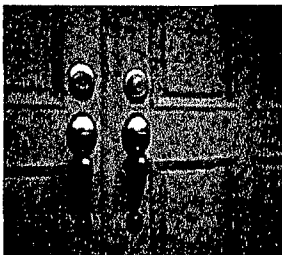
Selected Property

Owner : ZARDUKAS, DEMITRIOS

Address : 110 N YOLO ST

City/State/Zip : WILLOWS CA 95988

APN : 003-10-3-013



Report Options

Choose one of the options below for your
printable report
Customize your Report

Complete Report

Email Report

Complete Report(Spanish)

Print individual pages

Traditional Property Profile Reports

Profile Cover Sheet

Transaction History

Detailed Comparable Sales

Quick Comparable Sales

Nearby Neighbors

Plat Map

Document Request Form

Select New Property

Customize Your Report

You may customize the content of your printable report by changing the options below and clicking the Update button

USER PROFILE:

First Name: Karin

Last Name: Frank

Address: 7420 Woodside Drive

City: Citrus Heights

State: California

Zip: 95621

Phone: 9167608420

Fax:

Email: karinmfrank@yahoo.com

PREPARED FOR:

Name:

Company:

Address:

City, State & Zip:



110 N YOLO ST, WILLOWS, CA, 95988-3141

Prior Transfer

Recording Date	09/08/2009	Document #	2009-4275
Price	N/A	Document Type	Grant Deed
First TD	N/A	Type of Sale	Price as "0", "None", "No Consideration"
Mortgage Doc #		Interest Rate	
Lender Name			
Buyer Name	ZARDUKAS, DEMITRIOS	Seller Name	FRANK NELSON FAMILY TRUST, ; FRANK, KARIN
Buyer Vesting	N/A		
Legal Description : Lot: 6-8 Block: 32 Map Ref: MAP2 PG220 City/Muni/Twp: WILLOWS			

Mortgage Record

Recording Date	05/09/2007	Document #	2007-2821
Loan Amount:	\$336,000	Loan Type	Balloon
TD Due Date		Type of Financing	
Lender Name	DIMITRIOS S ZAHARDUIDAKIS		
Lender Type	Private Party	Vesting	Family Trust
Borrowers Name	FRANK NELSON FAMILY TRUST, ; FRANK, KARIN		
Legal Description : Lot: 6-8 Block: 32 City/Muni/Twp: WILLOWS			

Prior Transfer

Recording Date	11/01/2006	Document #	2006-7611
Price	N/A	Document Type	Grant Deed
First TD	N/A	Type of Sale	Price as "0", "None", "No Consideration"
Mortgage Doc #		Interest Rate	
Lender Name			
Buyer Name	FRANK NELSON FAMILY TRUST, ; FRANK, KARIN	Seller Name	NELSON, LEE R; NELSON, JUDITH L; THE NELSON REVOCABLE LIVING TRUST
Buyer Vesting	Family Trust		
Legal Description : Lot: 6-8 Block: 32 Map Ref: MAP2 PG220 Abbreviated Description: PITTSBURGH ADDITION & RESUB BLKS23&24 City/Muni/Twp: WILLOWS			



First American Title

110 N YOLO ST
WILLOWS, CA 95988
003-10-3-013-0

Property Profile Report

Property Information

Owner(s):	ZARDUKAS DEMITRIOS	Parcel#	003-10-3-013-0
Property:	110 N YOLO ST WILLOWS, CA 95988	Map Coord:	
Mailing:	933 EDWARDS AVE #7 SANTA ROSA CA 95401	Census Tract:	0104.00
Owner Ph:		County:	GLENN
Legal:	RESUB WIL-LS 6 THRU 8 BLK 32		
Lot #			

Characteristics

Use:	RESIDENTIAL (NEC)	Year Built:		Sq. Feet:	3732
Zoning:		Lot Size:	12135sq (.2786)	# of Units:	
Bedrooms:		Bathrooms:		Fireplace:	
# Rooms:		Quality:		Heating:	
Pool/Spa:	N	Air:		Style:	
Stories:	2	Improvements:		Parking:	
Flood:	B	Gross Area:	3732	Garage Area:	
Basement Area:					

Property Sale Information

Sale Date:	7/16/2004	* \$/Sq. Ft.	\$30.00	2nd Mtg.	N/A
Estimated Sale Price:	\$115,000.00	1st Loan:	N/A	Prior Sale Amt:	
Doc No:	4812	Loan Type:	N/A	Prior Sale Dt:	
Doc Type:	INDIVIDUAL GRANT DEED	Xfer Date:	7/21/2004	Prior Doc No:	
Seller:	FIRST STHRN BAPTIST CH OF WILLOWS	Lender:	N/A	Prior Doc Type:	

* \$/Sq. Ft. is a calculation of Estimated Sale Price divided by Sq. Feet

Tax Information

Imp Value:	\$60,000.00	Exemption:	
Land Value:	\$40,000.00	Tax Year/Area:	2010/002001
Total Value:	\$100,000.00	Tax Value:	\$100,000.00
Tax Amount:	\$1,026.14	Improved:	60.0 %

Information compiled from various sources and is deemed reliable but not guaranteed.


First American Title

110 N YOLO ST
WILLOWS, CA 95988
003-10-3-013-0

Transaction History Report
History Record #: 1
SALE:

Sale Recording Date: 08/08/2008
Sale Date: 08/28/2008
Rec. Document #: 4275
Document Type: DEED IN LIEU OF FORECLOSURE
Title Company:
Buyer: ZARDUKAS DEMITRIOS
Seller: NELSON FRANK FAMILY TRUST

Sale Price: \$NaN
Sale Price Type: PARTIAL

History Record #: 2
FINANCE:

Mtg Recording Date: 05/09/2007
Mtg Document #: 000000002621
Lender:
Loan Amount: \$338,000.00
Borrower 1: NELSON FRANK FAMILY TRUST
Borrower 2:
Borrower 3:
Borrower 4:

Mtg Transfer Type: REFI
Mtg Rate Type:
Mtg Term:
Mtg Rate:

History Record #: 3
SALE:

Sale Recording Date: 11/01/2006
Sale Date: 10/12/2006
Rec. Document #: 7811
Document Type: GRANT DEED
Title Company: TITLE COURT SERVICE
Buyer: NELSON FRANK FAMILY TRUST
Seller: NELSON TRUST

Sale Price: \$NaN
Sale Price Type: UNKNOWN

History Record #: 4
SALE:

Sale Recording Date: 07/24/2006
Sale Date: 07/11/2006
Rec. Document #: 5232
Document Type: TRUSTEE'S DEED
Title Company: GLENN COUNTY TITLE CO.
Buyer: NELSON TRUST
Seller:

Sale Price: \$271,405.00
Sale Price Type:

History Record #: 5
FINANCE:

Mtg Recording Date: 05/24/2005
Mtg Document #: 000000003709
Lender: PRIVATE INDIVIDUAL
Loan Amount: \$35,000.00
Borrower 1: RAMINVEST LLC
Borrower 2:
Borrower 3:
Borrower 4:

Mtg Transfer Type: REFI
Mtg Rate Type: FIXED
Mtg Term:
Mtg Rate:

History Record #: 6
SALE:

Sale Recording Date: 07/21/2004
Sale Date: 07/18/2004
Rec. Document #: 4812
Document Type: INDIVIDUAL GRANT DEED
Title Company: NORTH STATE TITLE CO.
Buyer: RICHTER GROUP LLC
Seller: FIRST STRN BAPTIST CH OF WILLOWS

Sale Price: \$115,000.00
Sale Price Type: FULL

FINANCE:

Mtg Recording Date: 07/21/2004
Mtg Document #: 000000004813
Lender: FIRST STRN BAPTIST CH/BALOWIN
Loan Amount: \$75,000.00
Borrower 1: RICHTER GROUP LLC
Borrower 2:
Borrower 3:
Borrower 4:

Mtg Transfer Type: RESALE
Mtg Rate Type: FIXED
Mtg Term:
Mtg Rate:

Information compiled from various sources and is deemed reliable but not guaranteed.